

500
MORTGAGE ON REAL ESTATE
WITH POWER OF SALE AND DUE ON SALE CLAUSE
(Appraisalment Optional)

KNOW ALL MEN BY THESE PRESENTS: 388186

THAT THOMASON LUMBER AND TIMBER COMPANY, a Corporation,

hereinafter called the Mortgagor, whether one or more, in consideration of the sum of One Dollar and other valuable considerations, and for the purpose of securing the payment of the indebtedness hereinafter described and all extensions, renewals, substitutions, and changes in form thereof, together with all interest, charges and fees thereon, does by these presents grant, bargain, sell, convey, and mortgage unto AMERICAN STATE BANK, Broken Bow, Oklahoma

hereinafter called Mortgagee, its successors and assigns forever, the following described real estate situated in the County of McCurtain State of Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A".

State of Oklahoma, McCurtain Co., S.E.
This instrument was filed for record
on 8:11 O'CLOCK AM

FEB 4 1994
and duly recorded in book 556 page 845
KAREN S. BRYAN, County Clerk
By J. Sanders Deputy

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 500.00
and issued receipt No. 116811 therefor in
payment of mortgage tax on the mortgage dated

FEB 04 1994

KENNETH HUGHES
County Treasurer McCurtain County
By M. Hughes

Together with the buildings and improvements erected or to be erected thereon including all fixtures and all the appurtenances and all the rents, issues, and profits arising and which may be had therefrom.

TO HAVE AND TO HOLD THE SAME, together with, all the rents, issues, and profits therefrom and all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, unto the said Mortgagee, its successors and assigns forever. And the said Mortgagor, for Mortgagor and for Mortgagor's heirs, successors and assigns, does hereby covenant to and with the said Mortgagee, its successors and assigns, that at the delivery hereof the said Mortgagor is the lawful owner and in possession of the premises aforesaid and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances of every nature and kind whatsoever; that said Mortgagor has good right and authority to convey and encumber the same; and that said Mortgagor will WARRANT AND DEFEND the same in the quiet and peaceable possession of said Mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage and is given as security for the performance of the covenants herein and the payments to AMERICAN STATE BANK, Broken Bow, Oklahoma,

its successors or assigns, of the principal sum of Five Hundred Thousand Thirty Five and No/100
(\$500,035.00) DOLLARS

according to the terms and conditions of the promissory note made and executed by Mortgagor, to-wit:

Promissory Note dated January 27, 1994 in the principal sum of Five Hundred Thousand Thirty Five and No/100 Dollars (\$500,035.00), payable in 60 monthly payments of \$10,045.98, interest and principal, beginning March 1, 1994, with final payment being due on February 1, 1999.



198290

and for the payment of all extensions, renewals, substitutions and changes in form of said indebtedness (which may be made from time to time and for any term or terms, with or without notice to Mortgagor as well as for the payment and performance by Mortgagor of the obligations and undertakings of Mortgagor set forth herein all of which are secured by the lien hereof.

And for the consideration aforesaid the said Mortgagor does hereby covenant, promise, and agree to and with the said Mortgagee that in case the said Mortgagor shall neglect or fail to pay the indebtedness hereby secured or the premium for insurance, or neglect or fail to pay the taxes or assessments as hereinafter stipulated, or fail to keep said premises in good repair or suffer or permit any waste thereon, then and in that case, it shall be lawful for the said Mortgagee to take possession of said premises, and the said Mortgagor, in such case, does hereby bargain, sell, assign, transfer, and set over unto the said Mortgagee, all the rents and moneys which, until the full payment of the said note and interest thereon and the full and complete performance of all covenants herein contained, shall accrue and be owing for the use and occupation of the said premises and of all the buildings thereon or of any part thereof; and for the purpose aforesaid during the time last aforesaid, the said Mortgagor does hereby nominate, constitute, and appoint the said Mortgagee the said Mortgagor's attorney in fact, irrevocably in the said Mortgagor's name or otherwise to take possession of said premises and buildings and to let and lease the same and to receive, collect, and receipt for all sums due or owing for such use and occupation as the same accrue; and out of the amount so collected, to pay the interest which shall be due and which shall accrue upon the note aforesaid and pay and discharge all taxes, assessments and premiums for insurance upon said premises and the cost of all such repairs upon said buildings and premises as said Mortgagee may deem necessary, so far as the sum so collected by it shall be sufficient for that purpose, paying the overplus from time to time, if any there be, to the said Mortgagor or assigns, and for its services in so leasing and letting said premises and collecting said rents, the said Mortgagee shall be entitled to receive and shall deduct from said moneys the sum of five per cent of the amount by it collected.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators, successors and assigns of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee. It is further agreed that granting any extension or extensions of time of payment of said note either to the maker or to any other person, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in anywise affect this mortgage or the rights of the Mortgagee, its successors or assigns hereunder nor operate as a release from any personal liability upon said note nor under any covenant or stipulation herein contained. And further, the Mortgagor does hereby expressly covenant, stipulate, and agree as follows:

First:—To pay the above recited debt and interest thereon when and as the same shall become due whether in due course or under any covenant or stipulation herein contained.

Second:—Until said debt and all other sums hereby secured are fully paid, to keep the buildings and improvements on said premises constantly insured against loss by fire, lightning and windstorm, in Companies and in a manner satisfactory to the Mortgagee, its successors or assigns, for their full insurable value, and all policies of insurance of whatsoever nature and whatsoever amount taken out on the same constantly assigned and pledged to and deposited with the mortgagee, its successors or assigns, as collateral and additional security for the payment of said debt, interest, and all sums hereby secured, with loss payable clause satisfactory to the mortgagee, its successors or assigns, attached to such policy or policies, with loss, if any, payable to said mortgagee, its successors or assigns; and whether such policy or policies have been actually assigned or not, they shall in case of loss be payable to the said mortgagee, its successors or assigns, to the extent of its interest as mortgagee, in said premises; and that the said mortgagee or its successors or its assigns may assign all such insurance policies to any endorser of said note, or to any subsequent purchaser of said premises; and that in the event of loss under such policy or policies, the said mortgagee or its successors or assigns shall have and is hereby specifically given full power to settle or compromise claims thereunder and to demand, receive and receipt for all moneys becoming payable thereunder and to apply the amount so collected toward the payment of the indebtedness hereby secured, or in rebuilding or restoring the damaged buildings or improvements, as the mortgagee, its successors or assigns, may elect, without affecting the lien of this mortgage for the full amount secured hereby before such damage or such payment over took place.

Third:—To keep all buildings, fences, and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Fourth:—To pay before the same shall become delinquent any and all taxes, charges, or assessments, general, local, or special levied by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United States of America, upon said premises, or any part thereof, or upon the mortgagee's interest therein, or which might become a lien thereon, to whomsoever assessed, including personal taxes.

Fifth:—To keep said premises free from all judgments, mechanic's liens and all other statutory liens of whatsoever nature, to the end that the priority of these presents may at all times be maintained, and to pay the mortgagee, its successors or assigns, within ten days, all sums, including costs, expenses and reasonable agents' and attorneys' fees it may expend, or for which it may become obligated in any proceedings, legal or otherwise, to establish and sustain the lien of this mortgage, or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or for an abstract or extension of abstract of title to said premises; together always with interest on all sums at 10% per annum, from the date same were paid; and for payment of said sums and interest, this mortgage shall stand as security in like manner and effect as for payment of said debt.

Sixth:—In the event of failure of said mortgagor to maintain insurance, to pay taxes and assessments, or to keep said premises free from judgments, mechanic's liens or other statutory liens or claims of whatsoever character, which might be prior to lien of this mortgage, as hereinbefore provided, the mortgagee, its successors or assigns, may at its option procure such insurance, pay such taxes and assessments, redeem said premises from any tax sale, pay such mechanic's lien or other statutory liens, or other claims, together with the penalties and interest thereon, and the mortgagor shall within ten days pay to the mortgagee, its successors or assigns, all such sums which it may have so paid, or for which it may become obligated, together with interest at 10% per annum, from the date of payment by the mortgagee, its successors or assigns; and for payment thereof this mortgage shall stand as security in like manner and effect as for the payment of said principal debt, it being expressly agreed that in making such payments, the mortgagee, its successors or assigns, shall be deemed acting as agent of the mortgagor in every particular, and that payment by said mortgagee, its successors or assigns, of any such insurance premiums, taxes, or assessments upon said property, or upon this mortgage or the debt hereby secured, judgments, mechanic's liens, or other statutory liens, or other claims as hereinbefore provided, shall not be construed or be held to be a waiver of default in the terms of this mortgage, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of the option to declare the debt due and foreclose this mortgage as herein provided.

Secured by this mortgage, expressly provided that no part of the interest on the debt hereby secured shall be suffered or committed on said premises or if any mechanic's or other liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall exist upon said premises any claim, lien encumbrance, easement or restriction prior to this mortgage, or if default be made in the payment of any installment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in the event said insurance is not at all times maintained as hereinbefore provided; or upon default in full performance of each and every stipulation and covenant herein contained, or upon a transfer of the title of said premises, or any part thereof, by the mortgagor without prior written consent of the mortgagee, the whole principal sum secured by this mortgage, with interest thereon, and all other amounts hereby secured shall at the option of the holder of this mortgage, become immediately due and payable, and this mortgage may be foreclosed accordingly; and no demand for fulfillment of conditions broken, or notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and no delay or failure on the part of the mortgagee to exercise any option herein granted at the time of default shall be deemed or held a bar or waiver by the mortgagee of any right to exercise such option.

Eighth:—In case of foreclosure hereof said mortgagor hereby agrees to pay a sum equal to ten per cent of the amount due as attorney's fee in such foreclosure suit and all costs in connection therewith to be secured by this mortgage which shall be due and payable when suit is filed and said mortgagor hereby waives all rights, under the homestead, exemption and stay laws of the State of Oklahoma; and appraisal of said real estate is hereby expressly waived or not waived at the option of the mortgagee, its successors or assigns, such option to be exercised prior to or at the time judgment is rendered in any foreclosure hereof.

Ninth:—It is further agreed that in event any of the land hereinabove described is sought to be taken by virtue of the law of eminent domain the said mortgagor, administrators, executors, successors or assigns will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to said mortgagee or its assigns and be credited upon the balance due hereunder.

Tenth:—As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or, prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

Eleventh:—In construing this mortgage the word "mortgagor" wherever used shall be held to mean the person or persons named in the preamble as mortgagor jointly and severally and wherever notes are referred to herein it shall be held to mean singular or plural as the case may be.

Twelfth:—Mortgagor hereby confers on Mortgagee the power to sell the real estate described herein and the interests of persons therein in the manner provided in the "Oklahoma Power of Sale Mortgage Foreclosure Act", (Title 46, Oklahoma Statutes, Sections 43 through 47). The Mortgagee, at its option, may either exercise the power of sale or foreclose this Mortgage as provided by law in the event the Mortgagor: (a) defaults in the payment of any indebtedness secured hereby; or (b) fails to perform any other covenant or agreement contained herein or in any other indebtedness, obligation or agreement of the Mortgagor to the Mortgagee; or (c) sells, conveys, transfers, mortgages, hypothecates, or in any other manner ceases to be the owner of all or any portion or interest of the Mortgaged Property.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain in full force and virtue.

Upon satisfaction of this mortgage the Mortgagor agrees to accept from the Mortgagee a duly executed release of same, have it recorded, and pay the cost of recording.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE ALLOWS THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

IN WITNESS WHEREOF, the said Mortgagor has executed and delivered these presents at Broken Bow, Oklahoma,

this the 27th day of January, 19 94

ATTEST:

THOMASON LUMBER AND TIMBER COMPANY

Linda Hayes, Secretary
Linda Hayes, Secretary

By: *Earl J. Hayes*
Earl J. Hayes, President

STATE OF OKLAHOMA

COUNTY OF _____

} SS.

(OKLAHOMA — INDIVIDUAL)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of

19_____, personally appeared _____

and _____ to me known to be the identical person _____

who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as

_____ free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal, the day and year last above written.

Notary Public.

My commission expires _____

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STATE OF OKLAHOMA

COUNTY OF McCurtain

SS.

(OKLAHOMA — CORPORATE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 27th day of

January

19 94

, personally appeared

Earl J. Hayes

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its

President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

My commission expires

September 15, 1995

Louise Leccio

Notary Public

898

Real Estate Mortgage

FROM

TO

AMERICAN STATE BANK
Broken Bow, Oklahoma

Return to

AMERICAN STATE BANK
Broken Bow, Oklahoma

EXHIBIT "A"

TRACT I: All that part of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows: Begin at a point 206 feet South and 420 feet East of the Northwest Corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 19; thence East 420 feet; thence South 315 feet; thence West 420 feet; thence North 315 feet to the point of beginning; AND

TRACT II: All that part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows:

Beginning at a point 234.2 feet East and 842.2 feet South of the Northwest Corner of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$; thence running South a distance of 684 feet to a point 206 feet South of the North boundary line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 19; thence East a distance of 605.8 feet; thence South a distance of 315 feet; thence East a distance of 480 feet to the East boundary line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$; thence North a distance of 999 feet; thence West a distance of 1085.8 feet to the point of beginning; AND

TRACT III: All that part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 19, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows:

Beginning at a point 234.2 feet East and 1042.8 feet South of the Northwest Corner of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$; thence running South a distance of 484 feet; thence West a distance of 234.2 feet; thence North a distance of 484 feet; thence East a distance of 234.2 feet to the point of beginning; AND

TRACT IV: All that part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 6 South, Range 25 East, described as follows:

Begin at a point 420 feet East of the Southwest Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence East 715.12 feet; thence North 1098.45 feet to the South Right-of-Way line of present U. S. Highway No. 70 a distance of 795 feet to a point; thence South a distance of 735 feet to the point of beginning. LESS AND EXCEPT all that part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian described as follows: Begin at a point 895.12 feet East of the Southwest corner of the SW $\frac{1}{4}$ of said Section 17; run thence East 155 feet; thence North 150 feet; thence West 155 feet; thence South 150 feet to the point of beginning; AND

TRACT V: All that part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 6 South, Range 25 East of the Indian Base and Meridian, described as follows:

Begin at the Southwest Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 17; run thence East 420 feet; run thence North 735 feet; run thence West 420 feet; run thence South 735 feet to the point of beginning.